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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

MONICA RAYMUNDO, on behalf of  
herself, all others similarly situated, and  
the general public,

Plaintiff,

v.

L'ORÉAL USA S/D, INC.,

Defendant.

Case No: '26CV3951 RBM DEB

CLASS ACTION

**COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff MONICA RAYMUNDO, on behalf of herself, all others similarly situated,  
2 and the general public, by and through her undersigned counsel, brings this action against  
3 Defendant L'ORÉAL USA S/D, INC. ("L'Oréal") and alleges the following upon her own  
4 knowledge, or where she lacks personal knowledge, upon information and belief, including  
5 the investigation of her counsel.

### 6 INTRODUCTION

7 1. L'Oréal manufactures, markets, distributes, and sells CeraVe-branded skincare  
8 products, including two product lines marketed as suitable for use by infants and babies:  
9 CeraVe "Baby" Healing Ointment and CeraVe "Baby" Eczema Cream (together, the "Baby  
10 Products"). L'Oréal also manufactures, markets, distributes, and sells corresponding standard  
11 products marketed for general use: CeraVe Healing Ointment and CeraVe Eczema Cream  
12 (together, the "Standard Products").

13 2. Through its packaging, labeling, and marketing, L'Oréal represents that the  
14 Baby Products are specially formulated for infant skin—that is, that they possess formulation  
15 characteristics distinguishing them from the corresponding Standard Products.

16 3. Those representations are false and misleading. Each Baby Product and its  
17 corresponding Standard Product are materially identical in all relevant respects, including  
18 active ingredient, active ingredient concentration, inactive ingredients, overall formulation,  
19 and directions for use. The *only* difference is the addition of "Baby" representations and  
20 related messages, including vignettes invoking baby products, on the Baby Products' labels.  
21 Accordingly, the "Baby" designation falsely conveys that the Baby Products possess  
22 characteristics or qualities that distinguish them from the Standard Products when, in fact, no  
23 such material distinctions exist. As a result of this false distinction, consumers pay a  
24 significant price premium for the Baby Products.

25 4. Plaintiff brings this action on behalf of herself and all others similarly situated  
26 to enjoin L'Oréal's deceptive marketing of the Baby Products, and to recover compensation  
27 to address the price premium consumers paid as a result of it.

1 **JURISDICTION & VENUE**

2 5. This Court has original jurisdiction over this action under 28 U.S.C. § 1332(d)(2)  
3 (the Class Action Fairness Act) because the matter in controversy exceeds the sum or value  
4 of \$5,000,000, exclusive of interest and costs, the proposed Class consists of more than 100  
5 members, and at least one member of the proposed Class is a citizen of a State different from  
6 Defendant. In addition, fewer than two-thirds of the members of the proposed Class are  
7 citizens of this State, and Defendant is not a citizen of this State.

8 6. The Court has personal jurisdiction over L’Oréal because it has purposefully  
9 availed itself of the benefits and privileges of conducting business activities within California,  
10 including by marketing, distributing, and selling the Baby Products in California and within  
11 this District.

12 7. Venue is proper in this Southern District of California pursuant to 28 U.S.C. §  
13 1391(b) and (c), because L’Oréal resides in (*i.e.*, is subject to personal jurisdiction in) this  
14 district, and because a substantial part of the events or omissions giving rise to the claims  
15 occurred in this district.

16 **PARTIES**

17 8. Plaintiff Monica Raymundo is a California citizen over 18 years of age who  
18 resides in San Diego County, California.

19 9. Defendant L’Oréal USA S/D, Inc. is a Delaware corporation with its  
20 headquarters and principal place of business in New York.

21 **FACTS**

22 **I. L’ORÉAL FALSELY MARKETS THE BABY PRODUCTS AS**  
23 **MATERIALLY DIFFERENT FROM ITS STANDARD PRODUCTS**

24 10. L’Oréal markets the Baby Products as specially formulated for babies and  
25 infants through the use of the word “Baby”—including “Baby” styled as toy blocks—and  
26 label statements such as “Developed with Pediatric Dermatologists.” Through these  
27 representations and omissions, L’Oréal conveys to reasonable consumers that the Baby  
28

1 Products are specially formulated and uniquely appropriate for use on infants, and therefore  
2 materially different from—and a more suitable choice for infants than—the Standard  
3 Products.

4 11. The disparate labeling of the Baby Products and their corresponding Standard  
5 Products is depicted below.



1 12. Despite this disparate labeling, each Baby Product is formulated with the exact  
2 same active ingredient, at the exact same concentration, as its corresponding Standard  
3 Product.

4 13. The active ingredient for both CeraVe “Baby” Healing Ointment and standard  
5 CeraVe Healing Ointment is petrolatum at a concentration of 46.5%.

6 14. For the CeraVe “Baby” Eczema Cream and the standard CeraVe Eczema Cream,  
7 the active ingredient is colloidal oatmeal at a concentration of 1%.

8 15. Each Baby Product also contains the same inactive ingredients, listed in identical  
9 order, as its corresponding Standard Product.

10 16. Both the CeraVe “Baby” Eczema Cream and the standard CeraVe Eczema  
11 Moisturizing Cream list the following identical inactive ingredients, in the same order: water,  
12 butyrospermum parkii (shea) butter, glycerin, dimethicone, cetearyl alcohol, niacinamide,  
13 caprylic/capric triglyceride, glyceryl stearate, PEG-100 stearate, ammonium  
14 polyacryloyldimethyl taurate, ceramide NP, ceramide AP, ceramide EOP, sorbitan tristearate,  
15 carbomer, cetearyl isononanoate, behentrimonium methosulfate, triethyl citrate, sodium  
16 benzoate, sodium lauroyl lactylate, sodium hyaluronate, cholesterol, phenoxyethanol,  
17 tocopherol, citric acid, caprylyl glycol, trisodium ethylenediamine disuccinate, xanthan gum,  
18 pentaerythrityl tetra-di-t-butyl hydroxyhydrocinnamate, phytosphingosine, octyldodecanol,  
19 benzoic acid, PEG-20 methyl glucose sesquistearate.

20 17. The same is true of the Healing Ointment. Both the CeraVe “Baby” Healing  
21 Ointment and the standard CeraVe Healing Ointment, in the same 3 oz size, list the identical  
22 active ingredient, petrolatum 46.5%, and the identical inactive ingredients, in the same order:  
23 mineral oil, paraffin, ozokerite, dimethicone, ceramide NP, ceramide AP, ceramide EOP,  
24 carbomer, water, sodium lauroyl lactylate, proline, cholesterol, phenoxyethanol, tocopheryl  
25 acetate, tocopherol, hydrolyzed hyaluronic acid, panthenol, pantolactone, phytosphingosine,  
26 xanthan gum, ethylhexylglycerin.

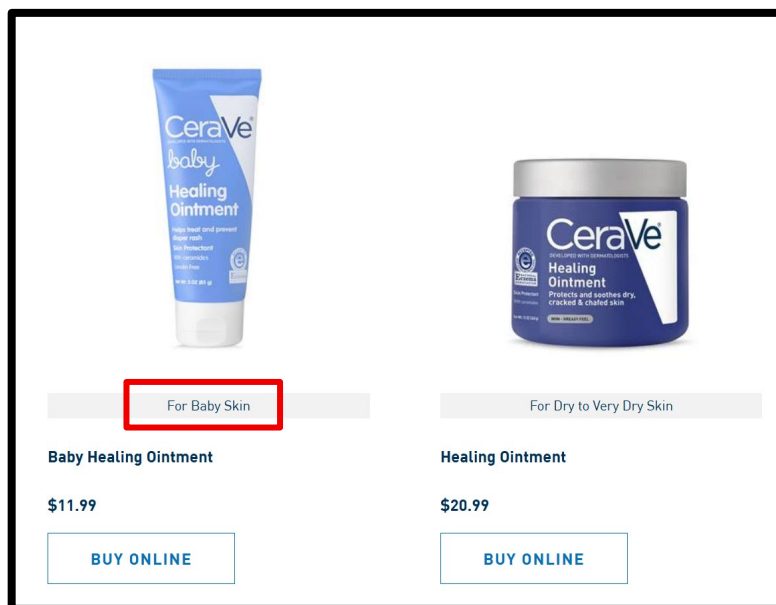
1 18. The identical active-ingredient strength, together with the matching inactive  
2 ingredients listed in the same order, strongly indicates that each Baby Product and its  
3 corresponding Standard Product are formulated identically, and are materially  
4 indistinguishable for purposes of use by consumers of any age or life stage.

5 19. Even the directions for use are likewise identical as between the Baby and  
6 Standard versions: “apply as needed.”

7 20. In light of their identical ingredient disclosures and identical directions for use,  
8 there is no meaningful difference between the Baby Products and their corresponding  
9 Standard Products.

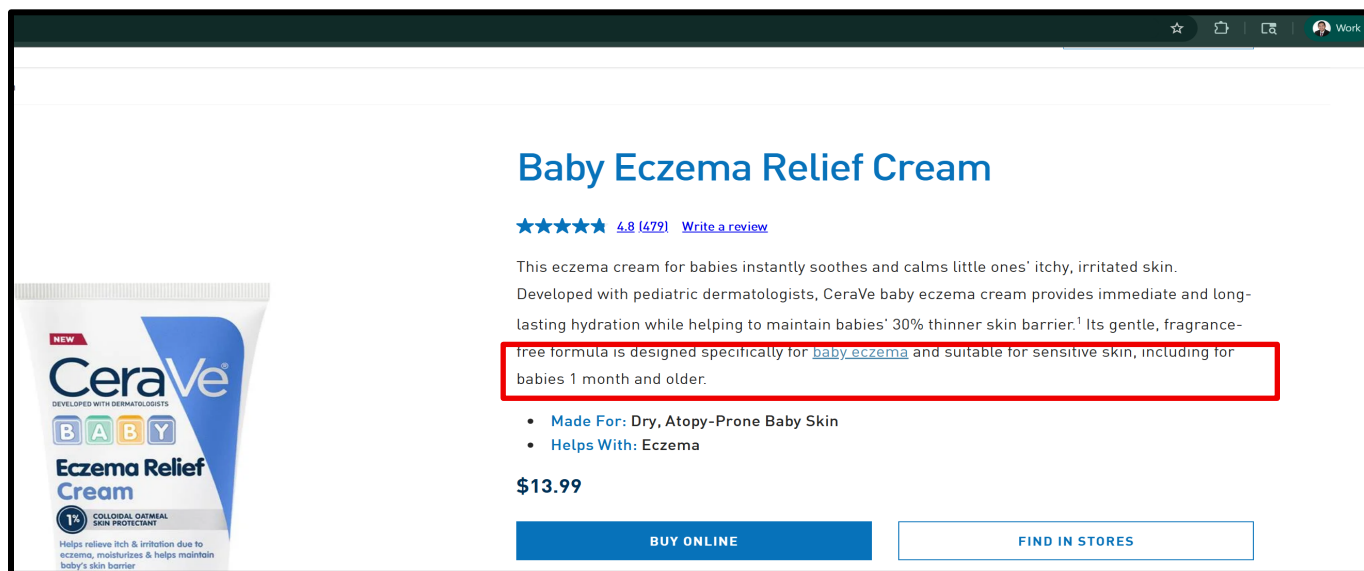
10 21. Despite the identical formulation and use, L’Oréal creates the false impression  
11 of a difference through context and omission—placing the Baby Products into a separate  
12 category and emphasizing their suitability for a baby’s delicate skin, while failing to disclose  
13 that the corresponding Standard Products share the same ingredients, characteristics, and  
14 uses.

15 22. L’Oréal further reinforces the false distinction on its own website, where it  
16 presents the products as separate lines: the CeraVe “Baby” Healing Ointment is grouped  
17 under “For Baby Skin,” while the standard CeraVe Healing Ointment is grouped separately  
18 under “For Dry to Very Dry Skin,” as shown below.



1 23. On the product page for its CeraVe “Baby” Eczema Cream, L’Oréal represents  
2 that the product was “Developed with pediatric dermatologists,” that its “gentle, fragrance-  
3 free formula is designed specifically for baby eczema,” and that it helps maintain “babies’  
4 30% thinner skin barrier,” while the corresponding standard CeraVe Eczema Moisturizing  
5 Cream is marketed merely as “Developed with dermatologists.” These representations  
6 reinforce the impression that the Baby Products are specially formulated for infants in a way  
7 the Standard Products are not.

8 24. Indeed, on its website, L’Oréal markets the Baby Products expressly as  
9 “Designed for Baby’s Sensitive Skin,” and reinforces that message with pediatric-  
10 dermatologist references and baby-focused imagery, as shown below, although the Baby  
11 Products were not specially formulated for babies.



22  
23 **II. L’ORÉAL’S “BABY” LABELING CREATES AN ARTIFICIAL PRICE**  
24 **PREMIUM**

25 25. At retail, on a per-ounce basis, each Baby Product sells at a materially higher  
26 price than its corresponding Standard Product. Although the Baby Products are sold in smaller  
27 containers than the Standard Products, consumers pay substantially more per ounce for the  
28

1 Baby Products. Because products are sold in different package sizes, consumers commonly  
2 compare prices on a per-ounce basis.

3 26. For example, the following representative pricing for the CeraVe “Baby”  
4 Eczema Cream and the corresponding standard CeraVe Eczema Moisturizing Cream reflects  
5 actual marketplace pricing, including the resulting per-ounce prices:

6 7 8 9 <b>Retailer</b>	<b>CeraVe “Baby” Eczema Cream (5 oz)</b>	<b>CeraVe Eczema Moisturizing Cream (8 fl oz)</b>	<b>Baby (per oz)</b>	<b>Standard (per oz)</b>
10 cerave.com	\$13.99	\$17.99	\$2.80	\$2.25
11 Target	\$12.79	\$17.19	\$2.56	\$2.15
12 Walmart	\$11.97	\$15.83	\$2.39	\$1.98
13 Amazon	\$11.89	\$14.62	\$2.38	\$1.83

16  
17 27. The Healing Ointment shows the same pattern. The following representative  
18 pricing compares the CeraVe “Baby” Healing Ointment and the standard CeraVe Healing  
19 Ointment at the same retailers, demonstrating that consumers pay a premium for the “Baby”  
20 version of an identically sized, materially identical product:

21 22 <b>Retailer</b>	<b>CeraVe “Baby” Healing Ointment (3 oz)</b>	<b>CeraVe Healing Ointment (3 oz)</b>
23 CVS	\$14.49	\$10.79
24 Dermstore	\$11.99	\$9.99

1 28. These representative prices demonstrate that consumers who purchase the Baby  
2 Products pay a significant price premium by virtue of L’Oréal’s misleading marketing. For  
3 the Eczema Cream, which is sold in a smaller container than its Standard counterpart, the  
4 premium is apparent on a per-ounce basis. For the Healing Ointment, which is sold in the  
5 same 3 oz size as its Standard counterpart, consumers pay a substantial premium—as much  
6 as 30% or more—for the “Baby” version of a materially identical product. Because each Baby  
7 Product is materially identical to its corresponding Standard Product, this premium reflects  
8 the economic value of the misleading representation, rather than any difference in the  
9 products.

10 **III. REASONABLE CONSUMERS UNDERSTAND THE “BABY”**  
11 **DESIGNATION TO SIGNAL A MATERIAL DIFFERENCE**

12 29. L’Oréal’s marketing does more than merely suggest that the Baby Products are  
13 suitable for infants: it conveys to reasonable consumers that the Baby Products are specially  
14 formulated, and therefore uniquely appropriate for use on babies, and, by implication, that  
15 the Standard Products are not.

16 30. Reasonable consumers, including Plaintiff, understand “Baby” labeling,  
17 especially on skincare products, to mean that the product is specifically formulated and  
18 intended for, and uniquely appropriate for use on infants and young children, and that other  
19 versions are less appropriate or not recommended for that purpose.

20 31. Parents and caregivers of infants and young children exercise heightened caution  
21 when selecting skincare products for their children and reasonably place particular weight on  
22 representations indicating a product is specifically formulated for babies. As a result, they are  
23 especially likely to rely on “Baby” labeling in deciding which product to purchase.

24 32. Such “Baby” representations are material because reasonable parents and  
25 caregivers consider suitability for infant use to be an important purchasing criterion.  
26 Reasonable consumers would not have paid a premium for the Baby Products had they known  
27 they were materially identical to L’Oréal’s less expensive Standard Products.

1 33. The “Baby” representations convey more than a suggested use. Through the  
2 “Baby” designation, the pediatric-dermatologist references, and related “baby” imagery,  
3 including the use of toy blocks to spell out “BABY,” L’Oréal represents to reasonable  
4 consumers that the Baby Products are specially formulated—that their composition itself is  
5 tailored to the distinct physiology of infant skin—and are therefore materially different from,  
6 and more appropriate for infants than, the corresponding Standard Products. That represented  
7 distinction is false: the Baby Products and their corresponding Standard Products are the same  
8 formulation.

9 34. That these representations are material is confirmed by L’Oréal’s pricing.  
10 L’Oréal charges a premium for the Baby Products even though they are materially identical  
11 to, and in the case of the Healing Ointment identical in size to, the less expensive Standard  
12 Products. A rational manufacturer does not command a premium for an identical good absent  
13 a feature that consumers value; the premium therefore reflects the value consumers place on  
14 the false “Baby” distinction, and demonstrates that the distinction is material to purchasing  
15 decisions.

16 35. Nor is this a case of a manufacturer lawfully offering a distinct product for a  
17 distinct market. L’Oréal did not formulate a different product for infants; it applied “Baby”  
18 branding, higher pricing, and infant-specific marketing to the same formulation it sells for  
19 general use. L’Oréal’s own materials confirm as much: when L’Oréal updated the CeraVe  
20 “Baby” Healing Ointment packaging to add the toy-block “Baby” styling, it represented that  
21 the product had a “new look” but the “same great formula.” The “Baby” designation thus  
22 reflects a marketing choice, not a formulation difference, and consumers have no reasonable  
23 way to discover from the disparate labeling that the products are materially identical.

24 **IV. PLAINTIFF’S PURCHASE, RELIANCE, AND INJURY**

25 36. Plaintiff Monica Raymundo purchased the CeraVe “Baby” Healing Ointment in  
26 June 2024 from Amazon, for her own personal and household use.

1 37. In deciding to purchase the Baby Healing Ointment, Plaintiff was exposed to,  
2 read, and relied on L’Oréal’s “Baby” labeling and related representations described herein.  
3 Plaintiff understood those representations to mean the Baby Healing Ointment was specially  
4 formulated and uniquely appropriate for use on infants, and therefore materially different  
5 from—and a more suitable choice for infants than—the standard version.

6 38. Plaintiff acted reasonably in relying on the challenged representations, which  
7 L’Oréal intentionally made to induce consumers into purchasing the higher-priced Baby  
8 Products. Based on this reasonable, but mistaken, belief, Plaintiff was willing to pay, and did  
9 pay, a premium for the Baby Healing Ointment.

10 39. Plaintiff would not have been willing to pay a premium for the Baby Healing  
11 Ointment, and would have paid less, absent L’Oréal’s deceptive practices. The Baby Products  
12 were therefore worth less than what Plaintiff paid, and Plaintiff lost money as a result of  
13 L’Oréal’s deceptive practices.

14 40. Plaintiff wishes to purchase skincare products that are genuinely specially  
15 formulated for infants and young children, when such products are available and warranted.  
16 Plaintiff would purchase Defendant’s CeraVe “Baby” Products in the future if they were in  
17 fact materially different from, and uniquely formulated for, infants and young children.  
18 However, absent injunctive relief, Plaintiff may not be reasonably able to determine whether  
19 the “Baby” designation on the Baby Products truthfully reflects a material distinction from  
20 the Standard Products.

21 **CLASS ACTION ALLEGATIONS**

22 41. While reserving the right to redefine or amend the class definition prior to or in  
23 connection with a motion for class certification, pursuant to Federal Rule of Civil Procedure  
24 23, Plaintiff seeks to represent a class of all persons in California, who, at any time from four  
25 years prior to the filing of this Complaint through the date a class is notified (the “Class  
26 Period”), purchased CeraVe “Baby” Healing Ointment or CeraVe “Baby” Eczema Cream for  
27 personal or household use, and not for resale or distribution (the “Class”).  
28

1 42. The members in the proposed Class are so numerous that individual joinder of  
2 all members is impracticable, and the disposition of the claims of the Class in a single action  
3 will provide substantial benefits to the parties and Court.

4 43. Questions of law and fact common to Plaintiff and the Class include but are not  
5 limited to:

- 6 a. whether L'Oréal's labeling, packaging, advertising, and marketing  
7 of the Baby Products was likely to deceive reasonable consumers;
- 8 b. whether L'Oréal represented, expressly or by implication, that the  
9 Baby Products were specially formulated and uniquely appropriate for use on  
10 infants, and therefore materially different from—and a more suitable choice for  
11 infants than—the Standard Products;
- 12 c. whether those representations were material to reasonable  
13 consumers;
- 14 d. whether L'Oréal's conduct violates California Business and  
15 Professions Code §§ 17200 *et seq.*;
- 16 e. whether L'Oréal's conduct violates California Business and  
17 Professions Code §§ 17500 *et seq.*;
- 18 f. whether L'Oréal's conduct violates the California Consumers  
19 Legal Remedies Act, California Civil Code §§ 1750 *et seq.*;
- 20 g. whether L'Oréal's conduct is unfair or violates public policy;
- 21 h. the proper amount of damages, including punitive damages;
- 22 i. the proper amount of restitution; and
- 23 j. the proper scope of injunctive relief.

24 44. These common questions of law and fact predominate over questions that affect  
25 only individual members of the Class.

26 45. Plaintiff's claims are typical of Class Members' claims because they are based  
27 on the same underlying facts, events, and circumstances relating to L'Oréal's conduct.  
28

1 Specifically, all Class Members, including Plaintiff, were subjected to the same misleading  
2 and deceptive conduct when they purchased the Baby Products and suffered economic injury  
3 because the Baby Products are misrepresented. Absent L’Oréal’s business practice of  
4 deceptively and unlawfully labeling the Baby Products, Plaintiff and other Class Members  
5 would not have purchased them or would have paid less for them.

6 46. Plaintiff will fairly and adequately represent and protect the interests of the  
7 Class, has no interests incompatible with the interests of the Class, and has retained counsel  
8 competent and experienced in class action litigation, and specifically in litigation involving  
9 the false and misleading advertising of consumer goods.

10 47. Class treatment is superior to other options for resolution of the controversy  
11 because the relief sought for each Class Member is small, such that, absent representative  
12 litigation, it would be infeasible for Class Members to redress the wrongs done to them.

13 48. L’Oréal has acted on grounds applicable to the Class, thereby making  
14 appropriate final injunctive and declaratory relief concerning the Class as a whole.

15 49. As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P.  
16 23(a), 23(b)(2), and 23(b)(3).

17 **CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **Violations of the Unfair Competition Law**

20 **Cal. Bus. & Prof. Code §§ 17200 et seq.**

21 50. Plaintiff realleges and incorporates by reference the allegations set forth  
22 elsewhere in this Complaint as if fully set forth herein.

23 51. The Unfair Competition Law (“UCL”) prohibits any “unlawful, unfair or  
24 fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200.

25 52. L’Oréal’s acts, omissions, misrepresentations, and practices alleged herein  
26 constitute business acts and practices.

**Fraudulent**

53. A business act or practice is “fraudulent” under the UCL if it is likely to deceive a significant portion of the public, applying an objective reasonable-consumer test. As alleged herein, L’Oréal’s “Baby” representations and related representations and omissions are likely to deceive reasonable consumers into believing that the Baby Products are specially formulated and uniquely appropriate for use on infants, and therefore materially different from—and a more suitable choice for infants than—the Standard Products.

**Unlawful**

54. The acts alleged herein are “unlawful” under the UCL because they violate, at least, the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.* (“FAL”), and the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* (“CLRA”), as set forth in the causes of action below.

**Unfair**

55. L’Oréal’s conduct is “unfair” under the UCL because it is immoral, unethical, unscrupulous, and substantially injurious to consumers, and the utility of the conduct, if any, does not outweigh the gravity of the harm to its victims. The conduct also offends public policy as embodied in the FAL and CLRA. The consumer injury—payment of an unwarranted price premium—is substantial, is not outweighed by any countervailing benefit to consumers or competition, and is not one that consumers could reasonably have avoided, because the material fact that the products are identical is not disclosed and is not reasonably discoverable at the point of sale.

56. L’Oréal’s conduct caused and continues to cause substantial injury to Plaintiff and the Class, who suffered injury in fact and lost money as a result of paying a price premium they would not have paid absent the deception.

\* \* \*

57. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining L’Oréal from continuing to engage in the unlawful, unfair, and fraudulent practices alleged

1 herein, requiring L’Oréal to undertake a corrective advertising campaign, and providing  
2 restitution of all amounts unjustly acquired through those practices.

3 58. Plaintiff’s remedies at law are inadequate. Restitution under the UCL is broader  
4 than, and serves purposes distinct from, legal damages, including deterrence and the  
5 restoration of money in which Plaintiff need not have a vested ownership interest, and the  
6 UCL’s “unfair” and “unlawful” prongs sweep more broadly than any claim sounding in  
7 damages. Plaintiff therefore lacks an adequate remedy at law for the equitable relief sought  
8 under the UCL.

9 **SECOND CAUSE OF ACTION**  
10 **Violations of the False Advertising Law**  
11 **Cal. Bus. & Prof. Code §§ 17500 et seq.**

12 59. Plaintiff realleges and incorporates by reference the allegations set forth  
13 elsewhere in this Complaint as if fully set forth herein.

14 60. The FAL makes it unlawful for any person, with intent directly or indirectly to  
15 dispose of personal property, to disseminate before the public any statement concerning that  
16 property that is untrue or misleading, and that is known, or by the exercise of reasonable care  
17 should be known, to be untrue or misleading. Cal. Bus. & Prof. Code § 17500.

18 61. As alleged herein, L’Oréal’s labeling, advertising, and marketing of the Baby  
19 Products were likely to deceive reasonable consumers as to whether the Baby Products were  
20 specially formulated and uniquely appropriate for use on infants, and therefore materially  
21 different from—and a more suitable choice for infants than—the Standard Products.

22 62. L’Oréal knew or, in the exercise of reasonable care, should have known that  
23 these representations were untrue or misleading, because L’Oréal formulates, labels, and  
24 markets both the Baby Products and the Standard Products and knows they are materially  
25 identical.

1 63. Plaintiff suffered injury in fact and lost money as a result of L’Oréal’s false  
2 advertising, having purchased the Baby Products and paid a price premium in reliance on the  
3 challenged representations.

4 64. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff seeks an order enjoining  
5 L’Oréal from continuing to disseminate the false and misleading advertising alleged herein,  
6 requiring a corrective advertising campaign, and providing restitution of all amounts L’Oréal  
7 acquired by means of its false and misleading advertising.

8 65. Because the Court has broad discretion to award restitution under the FAL and  
9 could, when assessing restitution under the FAL, apply a standard different than that applied  
10 to assessing damages under the CLRA, and restitution is not limited to returning to Plaintiff  
11 and class members monies in which they have an interest, but more broadly serves to deter  
12 the offender and others from future violations, the legal remedies available under the CLRA  
13 are more limited than the equitable remedies available under the FAL, and are therefore  
14 inadequate.

15 **THIRD CAUSE OF ACTION**

16 **Violations of the Consumers Legal Remedies Act**

17 **Cal. Civ. Code §§ 1750 et seq.**

18 66. Plaintiff realleges and incorporates by reference the allegations set forth  
19 elsewhere in this Complaint as if fully set forth herein.

20 67. The CLRA prohibits unfair or deceptive acts or practices in a transaction  
21 intended to result, or that results, in the sale of goods to a consumer.

22 68. The Baby Products are “goods,” Plaintiff and the Class are “consumers,” and  
23 their purchases are “transactions” within the meaning of the CLRA.

24 69. L’Oréal’s acts and practices, as alleged herein, violated and continue to violate  
25 at least the following provisions of Cal. Civ. Code § 1770(a):

- 26 • § 1770(a)(5): representing that goods have characteristics, uses, or benefits that they  
27 do not have;

- § 1770(a)(7): representing that goods are of a particular standard, quality, or grade if they are of another;
- § 1770(a)(9): advertising goods with intent not to sell them as advertised; and
- § 1770(a)(16): representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

70. L’Oréal’s false and misleading labeling, marketing, and related omissions were designed to, and did, induce Plaintiff and other Class Members to purchase the Baby Products for personal, family, or household use.

71. Pursuant to Cal. Civ. Code § 1782(a), more than 30 days before filing this action, Plaintiff notified L’Oréal in writing by certified mail, return receipt requested, of the particular violations of § 1770 alleged herein and demanded that L’Oréal correct, repair, replace, or otherwise rectify the conduct, but L’Oréal has failed to do so.

72. As a result of L’Oréal’s violations of the CLRA, Plaintiff and the Class have suffered harm and seek actual damages, restitution, injunctive relief in the form of corrective advertising and an order enjoining the unlawful practices, punitive damages, and attorneys’ fees and costs. *See* Cal. Civ. Code §§ 1780(a), 1782(d).

73. In compliance with Cal. Civ. Code § 1780(d), an affidavit of venue is filed concurrently herewith.

#### **FOURTH CAUSE OF ACTION**

##### **Negligent Misrepresentation**

74. Plaintiff realleges and incorporates by reference the allegations set forth elsewhere in this Complaint as if fully set forth herein.

75. As alleged above, L’Oréal represented, expressly and by implication, that the Baby Products were specially formulated and uniquely appropriate for use on infants, or otherwise materially different from the Standard Products. These representations and omissions were false because the Baby Products and Standard Products are materially identical.

1 76. L’Oréal made these representations and omissions in the course of its business,  
2 including in the marketing, advertising, labeling, distribution, and sale of the Baby Products,  
3 transactions in which both Plaintiff and L’Oréal had a pecuniary interest.

4 77. L’Oréal knew or, at a minimum, should have known that these representations  
5 and omissions were false or misleading because it formulates, manufactures, labels, markets,  
6 and sells both the Baby Products and the Standard Products. L’Oréal failed to exercise  
7 reasonable care in communicating these representations to consumers.

8 78. L’Oréal possesses superior knowledge regarding the formulation, composition,  
9 ingredients, intended use, and material characteristics of its products. Such information is not  
10 readily available to ordinary consumers, including Plaintiff and Class Members.

11 79. L’Oréal had a duty to exercise reasonable care in supplying accurate information  
12 to consumers concerning the characteristics, qualities, and intended use of the Baby Products  
13 because it knew consumers would rely on that information in deciding whether to purchase  
14 the products.

15 80. Plaintiff and Class Members reasonably relied on L’Oréal’s representations and  
16 omissions in deciding to purchase the Baby Products. Had Plaintiff known that the Baby  
17 Products were materially identical to the Standard Products, she would not have purchased  
18 the Baby Products.

19 81. L’Oréal’s misrepresentations and omissions were material because reasonable  
20 consumers attach importance to whether a product marketed as a “Baby” product is in fact  
21 specially formulated for, or otherwise materially different from products marketed for general  
22 use. Such representations are especially important to parents and caregivers purchasing  
23 products for infants and young children.

24 82. As a direct and proximate result of L’Oréal’s negligent misrepresentations and  
25 omissions, Plaintiff and Class Members suffered economic injury by paying a price premium  
26 for the Baby Products that they otherwise would not have paid.

**FIFTH CAUSE OF ACTION**

**Unjust Enrichment**

83. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if fully set forth herein.

84. Plaintiff and Class Members conferred upon L’Oréal an economic benefit, in the form of profits resulting from the purchase and sale of the Baby Products.

85. L’Oréal’s financial benefits resulting from its unlawful and inequitable conduct are economically traceable to Plaintiff’s and Class Members’ purchases of the Baby Products, and the economic benefits conferred on L’Oréal are a direct and proximate result of its unlawful and inequitable conduct.

86. It would be inequitable, unconscionable, and unjust for L’Oréal to be permitted to retain these economic benefits because the benefits were procured as a direct and proximate result of its wrongful conduct.

87. As a result, Plaintiff and Class Members are entitled to equitable relief including restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits which may have been obtained by L’Oréal as a result of such business practices.

**PRAYER FOR RELIEF**

88. Wherefore, Plaintiff, individually and on behalf of the proposed Class, prays for judgment as follows:

- a. An Order declaring this action to be a proper class action, appointing Plaintiff as Class Representative, and appointing Plaintiff’s undersigned counsel as Class Counsel;
- b. An Order requiring L’Oréal to bear the cost of Class Notice;
- c. An Order compelling L’Oréal to conduct a corrective advertising campaign;
- d. An Order requiring L’Oréal to disgorge all monies, revenues, and profits obtained by means of any wrongful act or practice;

- e. An Order compelling L’Oréal to destroy all misleading and deceptive advertising materials and product labels, and to recall all offending products;
- f. An Order requiring L’Oréal to pay restitution to restore all funds acquired by means of any act or practice declared by this Court to be an unlawful or unfair business act or practice;
- g. An Order requiring L’Oréal to pay statutory, compensatory and punitive damages as permitted by law;
- h. An Order enjoining L’Oréal from deceptively labeling the Baby Products;
- i. A judgment awarding any and all further equitable, injunctive, and declaratory relief as may be appropriate;
- j. Pre- and post-judgment interest, as permitted by law;
- k. An award of attorney fees and costs; and
- l. Such further relief as the Court deems necessary, just, or proper.

**JURY DEMAND**

89. Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: July 9, 2026

/s/ Trevor Flynn

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